



Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a* **STIPULATED SUM**

AIA Document A101-1997 1997 Edition -Electronic Format

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AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

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AGREEMENT made as of the 28th day of February in the year of 2001

(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

Old Rochester Regional School District
135 Marion Road
Mattapoisett, Massachusetts 02739

and the Contractor

(Name, address and other information)

R.W. Granger & Sons, Inc.
415 Boston Turnpike
Shrewsbury, MA 01545

The Project is:

(Name and location)

Additions and Renovations to the Old Rochester Regional Junior/Senior High School

The Architect is:

(Name, address and other information)

Kaestle Boos Associates, Inc.
124 Grove Street, Suite 215
Franklin, MA 02038

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The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

In accordance with the Construction Phasing Plan set forth in the Project Manual. Pursuant to the Construction Phasing Plan, the Contractor shall: (1) achieve Substantial Completion of the Addition no later than April 30, 2002, and (2) achieve Substantial Completion of the entire Work of the Project not later than August 29, 2003.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

The parties agree that time is of the essence of the Contract. Accordingly, since it will be difficult to determine the amount of damage and loss to the Owner that will result from the Contractor's failure to achieve Substantial Completion of Addition by the time specified in the Contract Documents, the Contractor shall pay to the Owner as Liquidated Damages and not as a penalty, the amount of One Thousand Dollars (\$1,000) per day for each calendar day that the Addition is not Substantially Complete. Similarly, since it will be difficult to determine the amount of damage and loss to the Owner that will result from the Contractor's failure to achieve the Substantial Completion of the entire Work of the Project by the time specified in the Contract Documents, the Contractor shall pay to the Owner as Liquidated Damages and not as a penalty the amount of \$1,000 per day for each calendar day that the Project is not Substantially Complete. The Contractor agrees that the Owner may deduct such Liquidated Damages from any sums that may be due and payable the Contractor.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Thirty-Nine Million Two Hundred Fourteen Thousand 00/100 Dollars (\$ 39,214,000.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

Alternate No. 1 - Provide PVC roof system in lieu of EPDM roof system: Thirty-one Thousand and 00/100 Dollars (\$31,000.00).

4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Progress Payments shall be made in accordance with M.G.L., c. 30, 39K. Provided that the Owner approves the Architect's Certificate for Payment, and that an Application for Payment is received by the Architect not later than the First (1st) day of a month, the Owner shall make payment to the Contractor not later than the Fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Project Manager may require. This schedule, unless objected to by the Architect and/or Project Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). ~~Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;~~
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, less retainage applicable to such work and unsettled claims; and
(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997 as amended.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

See Section 39F and 39K of Chapter 30 of the Massachusetts General Laws.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when, in the opinion of the Owner:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997 as amended, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been approved by the Owner and issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 65 30-days after the issuance of the Architect's final Certificate for Payment; or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner ~~or the Contractor~~ as provided in Article 14 of AIA Document A201-1997 as amended.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997 as amended.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 as amended or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

~~7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

(Insert rate of interest agreed upon, if any.)

No interest is to be allowed or paid by the Old Rochester Regional School District upon any monies retained under provisions of Article 5 of this Contract.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is:

(Name, address and other information)

Construction Monitoring Services
102 Old Bass River Road
South Dennis, MA

7.4 The Contractor's representative is:

(Name, address and other information)

Brent Arthaud
415 Boston Turnpike
Shrewsbury, MA 01545

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7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 Other provisions:

The Contractor and all Sub-contractors shall be required to utilize the project website service as outlined in Section -Temporary Facilities, as directed by the Owner's Project Manager

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997 as amended.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997 as amended.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual & Specifications for the Additions and Renovations to the Old Rochester Regional Junior/Senior High School, Reissued for Bidding: December 19, 2000 ("Project Manual") dated 8, and are as follows:

Document	Title	Pages
<u>The General Conditions as amended</u>		
<u>Statutory and Executive Order References for the</u>		
<u>Additions and Renovations to the Old Rochester Regional Junior/Senior High School</u>		

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
<u>See Project Manual described in Subparagraph 8.1.3.</u>		

8.1.5 The Drawings are as follows, and are dated December 19, 2000 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
<u>See attached List of Drawings</u>		

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
<u>Addenda 1a</u>	<u>January 24, 2001</u>	<u>153</u>
<u>Addenda 2a</u>	<u>January 26, 2001</u>	<u>1</u>
<u>Addenda 3a</u>	<u>February 5, 2001</u>	<u>28</u>
<u>Addenda 4a</u>	<u>February 12, 2001</u>	<u>2</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

General Bid Form, with required attachments as submitted by R.W. Granger and Sons, Inc., Exhibit A
Performance, Labor & Material Bonds issued by R.W. Granger and Sons, Inc., Exhibits B & C
Certificate of Insurance issued by R.W. Granger and Sons, Inc., Exhibit D

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner. By executing this Agreement, the Owner certifies that it is authorized to execute the Agreement and that the Old

Rochester Regional School District has been authorized to approve requisitions and changes thereto.

OWNER (Signature)

CONTRACTOR (Signature)

Andrew Jefferies, Chair, ORR Regional School Committee
(Printed name and title)

Brent Arthaud, Vice President, R.W. Granger & Sons, Inc.
(Printed name and title)

Accountant's Certification

I hereby certify that as of the date of this Agreement, an appropriation in the amount of Thirty-Nine Million, Two Hundred Fourteen Thousand and 00/100 Dollars (\$39,214,000.00) has been made and is available for compensation to the Contractor for the Work described in the Contract Documents.

By:

Title:

Assoc. Supt. for
Finance + Planning